

**CITY OF FAIRFIELD**  
**RESOLUTION NO. 2018 - 62**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING  
PLANS AND SPECIFICATIONS AND AWARDED A CONTRACT TO R.J. GORDON  
CONSTRUCTION INC. FOR THE DOVER AVENUE WATER LINE REPLACEMENT &  
OVERLAY PROJECT**

**WHEREAS**, the bid opening for the Dover Avenue Water Line Replacement and Overlay Project took place on March 6, 2018; and

**WHEREAS**, the apparent low bidder was R.J. Gordon Construction Inc., in the amount of \$941,180.00; and

**WHEREAS**, staff has reviewed the bid documents from R.J. Gordon Construction Inc. and found them to be in order; and

**WHEREAS**, staff is recommending that the City Council award a contract to R.J. Gordon Construction Inc. as the lowest responsible and responsive bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The plans and specifications for the Dover Avenue Water Line Replacement and Overlay Project are hereby approved.

Section 2. The City Manager is directed to enter into a contract with R.J. Gordon Construction Inc., for the Dover Avenue Water Line Replacement and Overlay Project for the amount of \$941,180.00.

Section 3. The Public Works Director is authorized to execute change orders for an amount not to exceed 15% of the above contract amount.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

**PASSED AND ADOPTED** this 17th day of April, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Harvey F. Price  
MAYOR

ATTEST:

Karen L. Rees  
CITY CLERK  
pw

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of May 11, 2018, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and R.J. GORDON CONSTRUCTION INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

#### **DOVER AVENUE WATER LINE REPLACEMENT AND OVERLAY**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by C+D Infrastructure Engineers  
numbered C1 through C11 (11 sheets total)  
and dated June 2017
- b. Advertisement for Bids.
- c. The Accepted Bid, dated March 6, 2018
- d. Instructions to Bidders.
- e. Specifications consisting of:
  - 1) Special Provisions.
  - 2) City of Fairfield Standard Details and Specifications, 2017 edition.
  - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated April 26, 2018.
- g. Labor and Material Bond, dated April 26, 2018.
- h. Addendum No. 1 issued on March 1, 2018

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within 70 working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages from the City (for example, delay claims from other contractors, subcontractors, tenants, or third-parties, and defense costs thereof).

## III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**DOVER AVENUE  
WATER LINE REPLACEMENT AND OVERLAY**

**BID SCHEDULE**

**BASE BID**

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
1	Mobilization (Includes Confirming the Location of Existing Utilities)	LS	1	\$45,000.00	\$45,000.00
2	SWPPP & Erosion Control	LS	1	\$10,000.00	\$10,000.00
3	Traffic Control	LS	1	\$35,000.00	\$35,000.00
4	Abandon Water Valve	EA	2	\$1,250.00	\$2,500.00
5	Cap and Abandon Water Line	EA	4	\$1,500.00	\$6,000.00
6	Remove and dispose of Asbestos Concrete Pipe (ACP)	LF	30	\$200.00	\$6,000.00
7	Install 1" Water Service (10 total)	LF	170	\$235.00	\$39,950.00
8	Install 8" Water Main	LF	20	\$475.00	\$9,500.00
9	Install 16" Water Main	LF	1210	\$254.00	\$307,340.00
10	Install 8" Gave Valve	EA	2	\$2,250.00	\$4,500.00
11	Install 12" Gate Valve	EA	1	\$4,000.00	\$4,000.00
12	Install 16" Butterfly Valve	EA	3	\$7,000.00	\$21,000.00
13	Install 4" Blow Off Assembly and cover per City Standards	EA	1	\$8,250.00	\$8,250.00
14	Install 1" Air and Vacuum Release Valve per City Standards	EA	1	\$6,250.00	\$6,250.00
15	Install Fire Hydrant and Assembly per City Standards	EA	1	\$11,500.00	\$11,500.00
16	Connection of Water Line to Existing Water System	EA	4	\$4,450.00	\$17,800.00
17	Install ADA Accessible Ramp	EA	4	\$6,875.00	\$27,500.00
18	Install ADA Detectable Warning Surface	EA	2	\$1,050.00	\$2,100.00
19	Cold Plane Asphalt Concrete (Taper Grind)	LF	2530	\$6.00	\$15,180.00
20	Base Failure Repair	CY	20	\$840.00	\$16,800.00
21	Pavement Reinforcing Fabric	SY	5360	\$3.00	\$16,080.00
22	Asphalt Concrete Overlay	TN	775	\$130.00	\$100,750.00

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
23	Adjust Valves, Monuments and Traffic Boxes to Grade	EA	7	\$1,250.00	\$8,750.00
24	Adjust Manholes to Grade	EA	11	\$1,250.00	\$13,750.00
25	Replace Traffic Signal Loop Detector (Includes Detector Hand Hole)	LS	1	\$25,000.00	\$25,000.00
26	Thermoplastic Striping and Pavement Marking	LS	1	\$11,500.00	\$11,500.00
29	Raised Pavement Marker	EA	120	\$3.25	\$390.00
30	Colored Stamped Asphalt including adjustment of lights in the crosswalk	LS	1	\$19,650.00	\$19,650.00
31	Steel Casing Sleeve	LF	40	\$750.00	\$30,000.00
32	Median Nose Treatment	EA	2	\$250.00	\$500.00
33	Remove and Replace residential driveway	SF	140	\$50.00	\$7,000.00
34	Modified Commercial Driveway (NBA)	SF	150	\$60.00	\$9,000.00
35	Remove Ex Arrow Pavement Marking	EA	3	\$210.00	\$630.00
36	Remove Ex 16" Water and Plug ends of Remaining Pipe	LF	120	\$75.00	\$9,000.00
37	Differing Site Conditions Work	AL	1	\$20,000.00	\$20,000.00
<b>TOTAL BASE BID</b>				<b>\$868,170.00</b>	

#### BID ADDITIVE

Item No.	ADDITIVE ALTERNATIVE	Unit	Qty.	Unit Price	Total Price
38	Remove and Replace Curb and Gutter	LF	590	\$64.00	\$37,760.00
39	Remove and Replace Sidewalk	SF	2350	\$15.00	\$35,250.00
<b>TOTAL BID ADDITIVE</b>				<b>\$73,010.00</b>	

<b>TOTAL BASE BID + TOTAL BID ADDITIVE (FOR DETERMINATION OF BID AWARD)</b>				<b>\$941,180.00</b>	
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IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD

Shirley Henry, Deputy  
City Clerk

By: [Signature]  
City Manager

R.J. GORDON CONSTRUCTION, INC.  
Contractor

By: [Signature]  
John G. Johnson  
President  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A  
b. Number: 616851  
c. Expiration Date: 3/31/2019  
FEI Number: 94-3130275

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa )

On 4/27/18 before me, Lisa D. LaPoint, Notary Public  
(insert name and title of the officer)

personally appeared John G. Johnson,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

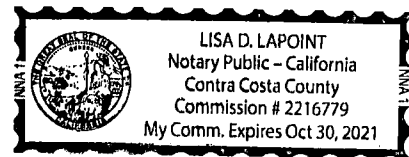
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lisa D. LaPoint

(Seal)





CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PROPOSAL

**DOVER AVENUE  
WATER LINE REPLACEMENT AND OVERLAY**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **70 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid (base bid plus bid additive).

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. One

Date: 3-1-18

Addendum No. \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date: \_\_\_\_\_

**DOVER AVENUE  
WATER LINE REPLACEMENT AND OVERLAY**

**BID SCHEDULE**

**BASE BID**

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
1	Mobilization (Includes Confirming the Location of Existing Utilities)	LS	1	45,000 <sup>00</sup>	45,000 <sup>00</sup>
2	SWPPP & Erosion Control	LS	1	10,000 <sup>00</sup>	10,000 <sup>00</sup>
3	Traffic Control	LS	1	35,000 <sup>00</sup>	35,000 <sup>00</sup>
4	Abandon Water Valve	EA	2	1,250 <sup>00</sup>	2,500 <sup>00</sup>
5	Cap and Abandon Water Line	EA	4	1,500 <sup>00</sup>	6,000 <sup>00</sup>
6	Remove and dispose of Asbestos Concrete Pipe (ACP)	LF	30	200 <sup>00</sup>	6,000 <sup>00</sup>
7	Install 1" Water Service (10 total)	LF	170	235 <sup>00</sup>	39,950 <sup>00</sup>
8	Install 8" Water Main	LF	20	475 <sup>00</sup>	9,500 <sup>00</sup>
9	Install 16" Water Main	LF	1210	254 <sup>00</sup>	307,340 <sup>00</sup>
10	Install 8" Gate Valve	EA	2	2,250 <sup>00</sup>	4,500 <sup>00</sup>
11	Install 12" Gate Valve	EA	1	4,000 <sup>00</sup>	4,000 <sup>00</sup>
12	Install 16" Butterfly Valve	EA	3	7,000 <sup>00</sup>	21,000 <sup>00</sup>
13	Install 4" Blow Off Assembly and cover per City Standards	EA	1	8,250 <sup>00</sup>	8,250 <sup>00</sup>
14	Install 1" Air and Vacuum Release Valve per City Standards	EA	1	6,250 <sup>00</sup>	6,250 <sup>00</sup>
15	Install Fire Hydrant and Assembly per City Standards	EA	1	11,500 <sup>00</sup>	11,500 <sup>00</sup>
16	Connection of Water Line to Existing Water System	EA	4	4,450 <sup>00</sup>	17,800 <sup>00</sup>
17	Install ADA Accessible Ramp	EA	4	6,875 <sup>00</sup>	27,500 <sup>00</sup>
18	Install ADA Detectable Warning Surface	EA	2	1,050 <sup>00</sup>	2,100 <sup>00</sup>
19	Cold Plane Asphalt Concrete (Taper Grind)	LF	2530	6. <sup>00</sup>	15,138 <sup>00</sup>
20	Base Failure Repair	CY	20	840 <sup>00</sup>	16,800 <sup>00</sup>
21	Pavement Reinforcing Fabric	SY	5360	3. <sup>00</sup>	16,080 <sup>00</sup>
22	Asphalt Concrete Overlay	TN	775	130 <sup>00</sup>	100,750 <sup>00</sup>

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
23	Adjust Valves, Monuments and Traffic Boxes to Grade	EA	7	1,250 <sup>00</sup>	8,750 <sup>00</sup>
24	Adjust Manholes to Grade	EA	11	1,250 <sup>00</sup>	13,750 <sup>00</sup>
25	Replace Traffic Signal Loop Detector (Includes Detector Hand Hole)	LS	1	25,000 <sup>00</sup>	25,000 <sup>00</sup>
26	Thermoplastic Striping and Pavement Marking	LS	1	11,500 <sup>00</sup>	11,500 <sup>00</sup>
29	Raised Pavement Marker	EA	120	3.25	390 <sup>00</sup>
30	Colored Stamped Asphalt including adjustment of lights in the crosswalk	LS	1	19,650 <sup>00</sup>	19,650 <sup>00</sup>
31	Steel Casing Sleeve	LF	40	750 <sup>00</sup>	30,000 <sup>00</sup>
32	Median Nose Treatment	EA	2	250 <sup>00</sup>	500 <sup>00</sup>
33	Remove and Replace residential driveway	SF	140	50 <sup>00</sup>	7,000 <sup>00</sup>
34	Modified Commercial Driveway (NBA)	SF	150	60 <sup>00</sup>	9,000 <sup>00</sup>
35	Remove Ex Arrow Pavement Marking	EA	3	210 <sup>00</sup>	630 <sup>00</sup>
36	Remove Ex 16" Water and Plug ends of Remaining Pipe	LF	120	75 <sup>00</sup>	9,000 <sup>00</sup>
37	Differing Site Conditions Work	AL	1	\$20,000	\$20,000
TOTAL BASE BID				868,128 <sup>00</sup>	

#### BID ADDITIVE

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
38	Remove and Replace Curb and Gutter	LF	590	64 <sup>00</sup>	37,760 <sup>00</sup>
39	Remove and Replace Sidewalk	SF	2350	15 <sup>00</sup>	35,250 <sup>00</sup>
TOTAL BID ADDITIVE				73,010.00	

TOTAL BASE BID + TOTAL BID ADDITIVE (FOR DETERMINATION OF BID AWARD)				941,138 <sup>00</sup>	
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Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid. The basis of bid award shall be the lowest bid determined by totaling the Total Base Bid PLUS the Total Bid Additive and whose Bid complies with the specified requirements. However, the City may approve or reject the Bid Additive at its discretion.

## DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid <sup>1</sup>
1) B+M Builders Inc. 11330 Sunrise Park Dr Rancho Cordova, CA	861848	Paving	24%
2) Sierra Traffic Striping 2725 Del Road Ste B Roseville, CA	755317	Striping	13%
3) Mike Brown Elec 561 A Martine Dr Cotati, CA	306767	Electrical Detector loops	4%
4)			
5)			

*Note: Attach additional sheets if required*

1. Must be submitted within 24-hours of deadline for receipt of bids.

R.J. Gordon Construction, Inc  
Name of Firm

P.O. Box 23204 Pleasant Hill, GA 30152  
Business Address

925-680-8060  
Phone Number

[Signature]  
Signature of Responsible Official

Contractor's License:

a. Class: A

b. Number: 6116851

c. Expiration Date: 3-31-19

FEI Number: 94-3130275

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

John G. Johnson, President/Secretary

R.J. Gordon Construction, Inc  
a California Corp

NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

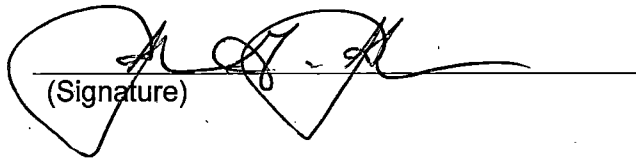
I am the President of R.J. Gordon Construction Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/5/18 [date], at Pleasant Hill [city], California [state].

(Date) 3/5/18

(Signature) 

NOTE: THIS FORM MUST BE NOTARIZED.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

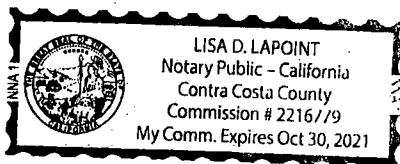
State of California )

County of Contra Costa )On 3/5/18 before me, Lisa D. LaPoint, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared John G. Johnson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: Non Collusion- City of Roseville Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**DOVER AVENUE  
WATER LINE REPLACEMENT AND OVERLAY**

WHEREAS R.J. Gordon Construction, Inc.  
2086 Monument Blvd., Pleasant Hill, CA 94523  
*(Name and address of Bidder)*

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Fidelity and Deposit Company of Maryland  
525 Market Street, Suite 2900, San Francisco, CA 94105  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten percent (10%) of the total amount bid

Dollars (\$ \_\_\_\_\_), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

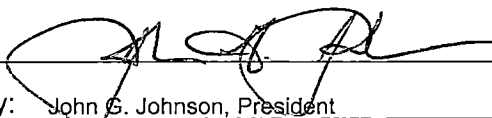
Dated: February 22, 2018

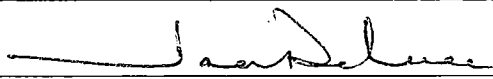
"Contractor"

"Surety"

R.J. GORDON CONSTRUCTION, INC.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
By: John G. Johnson, President  
Title

  
By: Joan DeLuca, Attorney-in-Fact  
Title

By: \_\_\_\_\_  
Title

By: (n/a) \_\_\_\_\_  
Title

(Seal)

(Seal)

Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

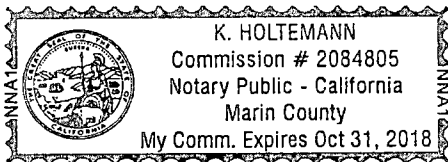
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Marin )On February 22, 2018 before me, K. Holtemann, Notary Public,DateHere Insert Name and Title of the Officerpersonally appeared Joan DeLucaName(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary PublicPlace Notary Seal Above**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly HOLTEMANN and Joan DELUCA, both of San Francisco, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

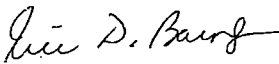
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of October, A.D. 2016.

**ATTEST:**

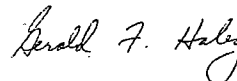
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Secretary  
Eric D. Barnes*

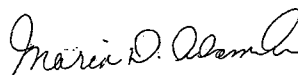
State of Maryland  
County of Baltimore



*Vice President  
Gerald F. Haley*

On this 21st day of October, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

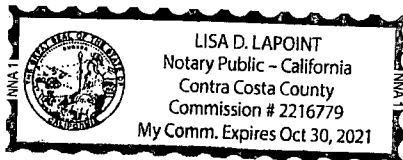
State of California )

County of Contra Costa )On 3/6/18 before me, Lisa D. LaPoint, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared John G. Johnson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: Bid Bond - City of Fairfield Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

DOVER AVENUE WATER LINE REPLACEMENT AND OVERLAY

Addendum No. 1

March 1, 2018

This constitutes Addendum No. 1 to the Contract Documents for the Dover Avenue Water Line replacement and Overlay Project (Project). The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section), and attach this signed Addendum to the Bidder's Proposal when submitted.

Dover Avenue Water Main Replacement & Overlay Plan Sheets

- 1) Replace sheet C3 with the attached revised sheet C3. The revised sheet C3 reflects the correct asphalt concrete (AC) overlay with taper grind limits on Dover Avenue. The City's intent is for the AC overlay to end at Sta: 12+39± on Dover Avenue.

Special Provisions


- 2) On page SP-37, Section 46 CASH ALLOWANCE, under item B, add a new sub-item to reflect the following:
3. **The replacement of curb & gutter at locations where existing curb and gutter may fail during the construction of the new 16" Water Main, and any additional activities required to perform the work that is beyond that is described on the Project Plans and the Contract Documents.**

Pre-Bid Questions & Clarifications


- 3) Q: The detail for the trench patch (detail 4, C-9), shows a 4.4' wide trench patch with an unspecified depth. Detail 3 shows a trench patch 1" greater than the existing AC 2' wider than the trench. If the boring logs indicate an average AC depth of 4.5", and we are going to overlay the street 2", what is the depth of the trench patch for the new trench prior to the AC overlay?

A: The City's intent is to have the final AC thickness be 1" thicker than the existing AC thickness on Dover Avenue.

APPROVED:

  
\_\_\_\_\_  
Paul V. Kaushal  
City Engineer/  
Assistant Director of Public Works

ACKNOWLEDGEMENT:

  
\_\_\_\_\_  
CONTRACTOR  
R. J. Gardner Construction, Inc.

Attachment: Revised Sheet C3